& Elec. Ry. Employees of America, 255 Ill. 213, 99 N. E. 389. But the troublesome question is to determine what is an unlawful strike, and upon this point the cases are not in harmony. It is generally agreed that a combination contemplating the use of force, threats, or intimidation is unlawful. *Minn. Stove Co.* v. *Cavanaugh,* 131 Minn. 458, 155 N. W. 638; *State* v. *Stockford, supra; Snow Iron Works* v. *Chadwick, supra; Purvis* v. *Local No. 500, United Brotherhood of Carpenters and Joiners,* 214 Pa. 348, 63 Atl. 585, 112 Am. St. Rep. 757. Likewise, a strike primarily for injury to others is unlawful. *Grassi Contracting Co.* v. *Bennett, supra; Davis Mach. Co.* v. *Robinson, supra.* On the other hand, it is held legitimate for a builders' association to write to an architect that its members will not bid on buildings if the bid of a certain person is received in competition. *Master Builders' Ass'n* v. *Domascio,* 16 Colo. App. 25, 63 Pac. 782. Several cases indicate that it is justifiable to strike for the purpose of enforcing a closed shop. *Grassi Contracting Co.* v. *Bennett, supra; Garside* v. *Hollywood,* 150 N. Y. Supp, 647, 88 Misc. Rep. 311; *Jacobs* v. *Cohen,* 183 N. Y. 207, 76 N. E. 5, 2 L. R. A. (N. S.) 292, 111 Am. St. R. 730, 5 A. & E. Ann. Cas. 280 (VANN, J., dissenting); *Jersey City Printing Co.* v. *Cassidy,* 63 N. J. Eq. 759, 53 Atl. 230 (approved in *Alfred W. Booth & Bro.* v. *Burgess,* 72 N. J. Eq. 181, 65 Atl. 226; *Gray* v. *Building Trades Council,* 91 Minn. 171, 97 N. W. 663; *Kemp* v. *Division No. 241, supra* (three justices dissenting); *Roddy* v. *United Mine Workers of America,* 41 Okla. 621, 139 Pac. 126, L. R. A. 1915 D, 789. This theory is supported on the grounds that the securing of a closed shop is for the betterment and strengthening of the union, that a combination of individuals may do what one may do where the act is not illegal, and upon a broad view of the right of labor to combine. The Massachusetts court, on the contrary, declares (though not in any case turning directly upon this point), "that a strike instituted merely to compel a closed shop would not be justifiable on principles of competition, but would be unlawful." *Cornellier* v. *Haverhill Shoe Manufacturers' Ass'n, supra; Plant* v. *Woods,* 176 Mass. 492, 57 N. E. 1011; *Reynolds* v. *Davis,* 198 Mass. 294, 84 N. E. 457; *Snow Iron Works* v. *Chadwick, supra* (*semble*). But that court has held lawful a strike to force an employer to employ union men for *all* of the work upon a particular building, *Pickett* v. *Walsh, supra,*—a holding that is hard to distinguish in ultimate effect from that of permitting a strike to enforce a closed shop. The position of the Connecticut court is somewhat doubtful as to the legality of a strike to enforce a closed shop. The opinion in *Connors* v. *Connolly,* 86 Conn. 641, 86 Atl. 600, indicates a stand against the forcing of a closed shop. The instant case is not necessarily a decision in favor of the opposite view, inasmuch as more than one-third of the men in the locality of the strike in all trades were non-union men, and, in the mind of the court, were a sufficiently large proportion to prevent the defendant unions from exercising compulsion upon the employer.

TORTS—NEGLIGENCE OF VENDOR—Plaintiff entered defendant's eating place, ordered a piece of cake, which had been baked and prepared by the defendant, and, while eating same, bit upon a metallic nail concealed therein.

In an action of tort for damages suffered, *held,* defendant was not liable. *Jacobs* v. *Childs Co.* (1917), 166 N. Y. Supp. 798.

As was said by the court in the principal case, an examination of the authorities does not reveal any case involving the precise point contained above, but an examination of the facts and decision in the instant case would seem to indicate that the court overlooked a vital point, in reaching its conclusion. As authority for its decision, the court cites the case of *Hasbrouck* v. *Armour & Co.,* 139 Wis. 357, 121 N. W. 157; but the question involved in the instant case was not present in the Wisconsin case at all. In the latter case, plaintiff, while washing her hands, was injured by a needle imbedded in the cake of toilet soap she was using, which soap she had purchased from a retail dealer, who had in turn purchased it from Armour & Co., manufacturer of the soap, from whom plaintiff sought damages. The court there held that the plaintiff was not entitled to recover from Armour & Co., on the ground of negligence, because there was no such privity between the parties as to give rise to any duty owed to plaintiff by the defendant, of which there had been a breach. In the principal case, however, there was a privity between the parties,—a privity of contract. The article sold to the plaintiff by the defendant was one which the latter had made itself, and the court seems to have overlooked that fact in its application of the doctrine of remoteness. It is true that the rule has been laid down that the vendor of an article not inherently dangerous in character is not liable to one, not a party to the contract of sale, who is injured because of defects in the dangerous construction of the article. See *Bragdon* v. *Perkins-Campbell Co.,* 87 Fed. 109, 30 U. S. C. C. A. 567; *Salmon* v. *Libby, McNeil & Libby,* 114 Ill. App. 258; *Huset* v. *J. I. Case Threshing Mach. Co.,* 120 Fed. 865, 57 U. S. C. C. A. 237. That was the rule followed, and no doubt rightly followed, in the *Armour* case; but the presence of a privity of contract between the parties in the principal case would seem to give rise to a different question; viz., whether, due to the privity of contract between the parties, a duty was not created which was violated, and the breach of which gave rise to a cause of action in tort. That question seems to have been entirely overlooked.

WILLS—IRREVOCABLE.—A bill in chancery prayed that probate of a will be revoked and a later will admitted to probate. *Held,* on demurrer, that the suit should be dismissed on the ground that by probating the will the testator had renounced the right to make a later will, the probated will being in these words: "I do hereby bargain, sell and convey to my said husband all the property I now own or may acquire prior to my death, and agree that this is to take effect only in case of my death prior to that of my husband." *Walker* v. *Yarbrough* (Ala. 1917), 76 So. 390.

In justification of this decision the court says in part: "It is therefore clear from these authorities that one may, for a valuable consideration paid to him, renounce his absolute power to dispose of his estate at pleasure. * * * But it must be conceded that the former instrument was binding in its contractual feature, and that therefore the respondent should be entitled to relief by way of cross-bill, and the contractual feature of the instrument en-